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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

Genesis Global Holdco, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No.: 23-10063 (SHL)

Jointly Administered

**NOTICE OF FILING OF PROPOSED  
CONSENSUAL ORDER APPOINTING MEDIATOR**

**PLEASE TAKE NOTICE** that on January 19, 2023 (the “Petition Date”), Genesis Global Holdco, LLC (“Holdco”) and its debtor affiliates, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) with the United States Bankruptcy Court for the Southern District of New York (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that, on April 24, 2023, the Debtors filed the *Debtors’ Motion for Appointment of A Mediator*, ECF No. 252 (the “Mediation Motion”). The Debtors attached as Exhibit A to the Mediation Motion a proposed *Order Appointing Mediator* (the “Initial Proposed Order”).

**PLEASE TAKE FURTHER NOTICE** that, on April 25, 2023 and April 28, 2023, the Court held on-the-record status conferences on the Mediation Motion, at which time the Mediation Parties and other parties-in-interest had the opportunity to raise any objections or

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); and Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 250 Park Avenue South, 5th Floor, New York, NY 10003.

concerns with respect to the Mediation Motion and the Court invited the Mediation Parties (as defined in the Mediation Motion) to submit a revised consensual form of order that could be entered without further hearing.

**PLEASE TAKE FURTHER NOTICE** that, on May 1, 2023, the Debtors filed a revised proposed *Order Appointing Mediator*, attached hereto as **Exhibit 1** (the “**Proposed Consensual Mediation Order**”), which incorporates changes to the proposed form of order in respect of the Mediation Motion that have been agreed upon by the Mediation Parties. A redline highlighting changes between the Initial Proposed Order and the Proposed Consensual Mediation Order is attached hereto as **Exhibit 2**.

**PLEASE TAKE FURTHER NOTICE** that, the Debtors hereby seek entry of the Proposed Consensual Mediation Order by the Court pursuant to Rule 9019-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of New York and General Order M-452.

**PLEASE TAKE FURTHER NOTICE** that copies of the Proposed Consensual Mediation Order can be viewed and/or obtained by: (i) accessing the Court’s website at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov) (PACER password required) or (ii) from the Debtors’ proposed notice and claims agent, Kroll Restructuring Administration LLC, which maintains a website at <https://restructuring.ra.kroll.com/genesis> or by calling +1 888 524 2017.

Dated: May 1, 2023  
New York, New York

/s/ Sean A. O’Neal  
Sean A. O’Neal  
Luke A. Barefoot  
Jane VanLare  
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*Counsel to the Debtors  
and Debtors-in-Possession*

**Exhibit 1**

**Proposed Mediation Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

Genesis Global Holdco, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No.: 23-10063 (SHL)

Jointly Administered

**ORDER APPOINTING MEDIATOR**

Upon the motion (the “Motion”)<sup>2</sup> dated April 24, 2023, of Genesis Global Holdco, LLC (“Holdco”) and certain of its affiliates, as debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), for entry of an order (this “Order”), as more fully described in the Motion, appointing a mediator to assist the parties in resolving certain issues relating to the formulation and confirmation of a plan of reorganization; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, dated January 31, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having found that the Debtors’ notice of the Motion

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); and Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 250 Park Avenue South, 5th Floor, New York, NY 10003.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

was appropriate and no other notice need be provided; and the Court having reviewed the Motion and having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted solely to the extent provided herein.
2. Upon entry of this Order, Randall J. Newsome (the “Mediator”) shall be appointed as mediator for a period of thirty (30) days following entry of this Order with respect to the Mediation Issues between and among the Mediation Parties; *provided, however*, that the scope or duration of the mediation may be amended or extended, as applicable, by further order of the Court or upon agreement of all of the Mediation Parties. Notwithstanding anything contained in the Motion to the contrary, for purposes of this Order, “Mediation Issues” means the contribution to be provided by DCG and its affiliates and other matters related to a potential chapter 11 plan as agreed among the Mediation Parties.
3. Notwithstanding anything contained in this Order, the respective rights, claims, defenses, and privileges of each of the Mediation Parties, including with respect to any extension or forbearance by the Debtors concerning the DCG Loans, are expressly reserved.
4. For the avoidance of doubt, nothing in this Order shall, or is intended to, interfere with any ongoing investigation, prevent any party from requesting documents or other discovery, or prevent any party from seeking judicial determination with respect to any dispute over any such request.
5. As soon as reasonably practicable, the Mediation Parties shall meet and confer with the Mediator to establish procedures and timing of the mediation. In addition, the Mediation

Parties and the Mediator shall use commercially reasonable efforts to hold at least two substantive mediation sessions on or before May 8, 2023.

6. Without limiting the applicability of Local Rule 9019-1 or General Order M-452, all (a) discussions among any of the Mediation Parties, including discussions with or in the presence of the Mediator, (b) any mediation statements, whether written or oral, and any documents or information provided to the Mediator or the Mediation Parties in the course of the mediation, and (c) correspondence, draft resolutions, offers, and counteroffers produced for or as a result of the mediation shall be strictly confidential and shall not be admissible for any purpose in any judicial or administrative proceeding, and no person or party participating in the mediation, whether a direct participant or member of a committee or group, including counsel for any Mediation Party or any other party, shall in any way disclose to any non-party or to any court, including, without limitation, in any pleading or other submission to any court, any such discussion, mediation statement, other document or information, correspondence, resolution, offer or counteroffer that may be made or provided in connection with the mediation, unless otherwise available and not subject to a separate confidentiality agreement that would prevent its disclosure or as authorized by this Court; *provided, however*, that, unless otherwise agreed among the Mediation Parties, within three (3) business days of termination of the mediation, the Debtors shall publicly disclose the terms of the last offers extended by each of the Mediation Parties, respectively.

7. A Mediation Party's disclosure of information to the Mediator shall not, by itself, be deemed a waiver of any privilege, work-product protection, or like protection.

8. For the avoidance of doubt, to the extent any part of this Order conflicts with Local Rule 9019-1 or General Order M-452, the terms and provisions of this Order shall govern.

9. Notwithstanding the possible applicability of Fed. R. Bankr. P. 6004(h), 7062, 9014 or otherwise, this Order shall be in full force and effect upon its entry.

10. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: \_\_\_\_\_, 2023  
White Plains, New York

\_\_\_\_\_  
THE HONORABLE SEAN H. LANE  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 2**

**Redline**



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

Genesis Global Holdco, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No.: 23-10063 (SHL)

Jointly Administered

**ORDER APPOINTING MEDIATOR**

Upon the motion (the “Motion”)<sup>2</sup> [dated April 24, 2023](#), of Genesis Global Holdco, LLC (“Holdco”) and certain of its affiliates, as debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), for entry of an order (this “Order”), as more fully described in the Motion, appointing a mediator (~~a “Mediator”~~) to assist the parties in resolving certain issues relating to the formulation and confirmation of a plan of reorganization; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, dated January 31, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); and Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 250 Park Avenue South, 5th Floor, New York, NY 10003.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

having found that the Debtors' notice of the Motion ~~and opportunity for a hearing on the Motion~~ was appropriate and no other notice need be provided; and the Court having reviewed the Motion and having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted solely to the extent provided herein.
2. Upon entry of this Order, ~~\_\_\_\_\_~~ Randall J. Newsome (the "Mediator") shall be appointed as ~~M~~mediator for ~~an initial~~a period of thirty (30) days following entry of this Order with respect to the Mediation Issues between and among the Mediation Parties. ~~The Debtors may, in consultation with the Mediation Parties, seek to extend such period or expand the scope of the; provided, however, that the scope or Medi~~uration ~~Issues. In light of the mediation, the Debtors are authorized, but not directed, to forbear from exercising any of their rights under the DCG Loans through the date that is twenty (20) days following the conclusion of the mediation, which period may be~~ may be amended or extended, as applicable, by further order of the Court or upon agreement of all of the Mediation Parties. Notwithstanding anything contained in the Motion to the contrary, for purposes of this Order, "Mediation Issues" means the contribution to be provided by DCG and its affiliates and other matters related to a potential chapter 11 plan as agreed among the Mediation Parties, ~~provided that DCG continue to pay interest in respect of the DCG Loans as it comes due.~~
3. Notwithstanding anything contained in this Order, the respective rights, claims, defenses, and privileges of each of the Mediation Parties, including with respect to any extension or forbearance by the Debtors concerning the DCG Loans, are expressly reserved.

4. For the avoidance of doubt, nothing in this Order shall, or is intended to, interfere with any ongoing investigation, prevent any party from requesting documents or other discovery, or prevent any party from seeking judicial determination with respect to any dispute over any such request.

5. ~~3. The~~ As soon as reasonably practicable, the Mediation Parties shall meet and confer with the Mediator to establish procedures and timing of the mediation. In addition, the Mediation Parties and the Mediator shall use commercially reasonable efforts to hold at least two substantive mediation sessions on or before May 8, 2023.

6. ~~4.~~ Without limiting the applicability of Local Rule 9019-1 or General Order M-452, all (a) discussions among any of the Mediation Parties, including discussions with or in the presence of the Mediator, (b) any mediation statements, whether written or oral, and any documents or information provided to the Mediator or the Mediation Parties in the course of the mediation, and (c) correspondence, draft resolutions, offers, and counteroffers produced for or as a result of the mediation shall be strictly confidential and shall not be admissible for any purpose in any judicial or administrative proceeding, and no person or party participating in the mediation, whether a direct participant or member of a committee or group, including counsel for any Mediation Party or any other party, shall in any way disclose to any non-party or to any court, including, without limitation, in any pleading or other submission to any court, any such discussion, mediation statement, other document or information, correspondence, resolution, offer or counteroffer that may be made or provided in connection with the mediation, unless otherwise available and not subject to a separate confidentiality agreement that would prevent its disclosure or as authorized by this Court; provided, however, that, unless otherwise agreed among the Mediation Parties, within three (3) business days of termination of the mediation, the

Debtors shall publicly disclose the terms of the last offers extended by each of the Mediation Parties, respectively.

~~5. To the extent that any Mediation Party is in possession of privileged or confidential information provided to such Mediation Party pursuant to the terms and conditions of a confidentiality agreement executed or order of this Court entered in connection with these Chapter 11 Cases, such information may be disclosed to the Mediator, but shall otherwise remain privileged and confidential and shall not be disclosed to any other Mediation Party.~~

7. A Mediation Party's disclosure of information to the Mediator shall not, by itself, be deemed a waiver of any privilege, work-product protection, or like protection.

8. ~~6.~~ For the avoidance of doubt, to the extent any part of this Order conflicts with Local Rule 9019-1 or General Order M-452, the terms and provisions of this Order shall govern.

9. ~~7.~~ Notwithstanding the possible applicability of Fed. R. Bankr. P. 6004(h), 7062, 9014 or otherwise, this Order shall be in full force and effect upon its entry.

~~8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.~~

10. ~~9.~~ The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: \_\_\_\_\_, 2023  
White Plains, New York

\_\_\_\_\_  
THE HONORABLE SEAN H. LANE  
UNITED STATES BANKRUPTCY JUDGE